

for the reasons already assigned, it will be unnecessary to say any thing further. The bill specially charges, that *Hagthrop* and wife, by a deed dated on the 23d of December, 1819, leased or assigned a part of the lot on Alice-Anna street, to *Matthew Bennett*. Of this special allegation these defendants take no notice; but say, that the late *Anthony Hook*, by an indenture dated on the 8th of May, 1797, conveyed the lot on Alice-Anna street to the late *John Hook*. This is an allegation in avoidance of the bill, and certainly required to be supported by proof. But there is not even an exhibit, nor one tittle of proof in relation to it. This part of the answer therefore passes for nothing. As to all the allegations of the bill, in relation to the negroes, and other moveable property, mentioned in the deed, this answer is absolutely and totally silent; it says nothing. And, consequently, as to so much the bill must, according to the rules herein before laid down, be taken *pro confesso*.

From what has been said, it follows, that the defendants *Hagthrop* and wife, as the legal representatives of the late trustee *John Hook*, will be decreed to deliver up to the plaintiff all the property mentioned in the deed, or to pay the value of so much as they may have converted, or failed to deliver, together with the profits thereof, or the interest on the value; except certain allowances, and those parts wherewith the other defendants may be charged; as I shall now proceed to enquire and determine.

All the other defendants deduce their title, either directly or indirectly, from *Hagthrop* and wife; except *Nathaniel Chittenden*, who traces his claim from the late *John Hook*; but all allege, that they are purchasers for a valuable consideration without notice.

There is no principle of equity better settled, than that such a *bona fide* purchaser will not be disturbed by this court. On the other hand, it is equally well settled, that he who purchases with a knowledge of the trust, becomes himself a trustee; and stands in the place of the vendor under whom he thus claims, subject to all his liabilities. Yet a person, having himself notice, who purchases of one who had not notice, may protect himself by a want of notice in his vendor. Nor shall a purchaser without notice, of a previous purchaser with notice, be affected by the notice of his vendor. And where a purchaser cannot make title, but by a deed which leads him to a knowledge of the fact; and more especially where the deed, by virtue of which he takes, recites or directly refers to that instrument in which the trust is declared, or from which it arises, he shall be deemed cognizant of the fact, and a